



200703220092

Skagit County Auditor

3/22/2007 Page 1 of 6 11:41AM

When Recorded Return to:

City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s): **Campbell, Dora Mae; Struthers, Daryl L.; Struthers, Sharon K.; DBA S.C.S. Enterprises** **FIRST AMERICAN TITLE CO.**

83054-2

Grantee: City of Sedro-Woolley

Abbreviated Legal Description: **Ptn of Lots 2, 3 & 6, Jameson Acreage, Vol 3, Pg 20**

Assessor's Property Tax Parcel Account Number(s): **4163-000-002-0409 P 76502 and 44163-000-006-0100 P 104178**

Reference Numbers of Documents Assigned or Released, if Applicable:

\$0 consideration

THIS INSTRUMENT is made this 2nd day of November, 2005, by and between **Dora Mae Campbell, a single woman, an undivided 1/2 interest; Daryl L. Struthers, a single man, an undivided 1/4 interest; and Sharon K. Struthers, a single woman, an undivided 1/4 interest, dba S.C.S. Enterprises, a partnership**, hereinafter called the "Grantor", and the City of Sedro-Woolley, a municipal corporation of the State of Washington, hereinafter called the "Grantee".

WITNESSETH:

1. Grant of Easement. The Grantor, for and in consideration of the public good, mutual benefits and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") for access over, through, across and upon the following described real estate (the "Easement Area") situated in the County of Skagit, State of Washington, for construction of public sanitary sewer improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

As described in Exhibit "A" attached hereto and by this reference made a part hereof, being further delineated per Exhibit B attached hereto and by this reference made a part hereof.

2. Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said improvements, or making any connections therewith, including utility connections; without incurring any legal obligation or liability therefore, provided, that such construction, maintenance, repair, alteration or reconstruction shall be accomplished in such a manner that the private improvements existing within the easement shall not be disturbed or damaged, or in the event they are disturbed or damaged, they shall be restored or replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

3. Grantor's Right to Use Easement Area. Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

4. Term of Easement. The term of this Easement is twenty-four (24) months from the date of execution. This Easement may be extended by mutual written consent of the Grantor and Grantee.

5. Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 22 2007

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

Dated this 2nd day of November, 2005.



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Skagit County Auditor

Dora Mae Campbell
Dora Mae Campbell

Daryl L. Struthers
Daryl L. Struthers

Sharon K. Struthers
Sharon K. Struthers

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that, Daryl L. Struthers and Sharon K. Struthers, dba S.C.S. Enterprises are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

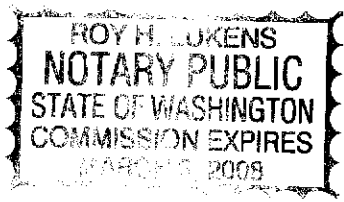
Dated: 11-11-05

[Signature]
(Signature)

Roy H. Lukens
Printed Name

Notary Public in and for the State of Washington, residing at

Arlington, wa.
My appointment expires: 3-3-08



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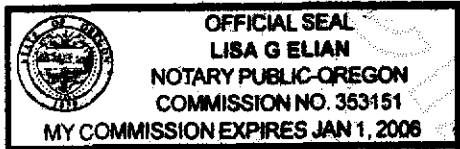
STATE OF OREGON

}
}
} SS.
}

County of Douglas

I certify that I know or have satisfactory evidence that Dora Mae Campbell, dba S.C.S. Enterprises, are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 11/2/05



Lisa G Elan
Name (typed or printed): Lisa G Elan
NOTARY PUBLIC in and for the State of Oregon
Residing at Canyonville OR
My appointment expires: 1-1-06



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EXHIBIT "A"

LEGAL DESCRIPTION FOR THE CITY OF SEDRO-WOOLLEY
OF A TEMPORARY CONSTRUCTION EASEMENT TO BE ACQUIRED FROM S.C.S
ENTERPRISES
(ASSESSOR'S PARCEL NO.'s P76502 AND P104178)

April 7, 2005

Those portions of Lots 2, 3 and Lot 6 of the plat of "MAP OF ACREAGE PROPERTY IN THE NORTH HALF OF THE NORTHWEST QUARTER AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST", (sometimes referred to as Jameson Acreage), recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, described as follows:

Beginning at a point on the west line of Lot 3 of said plat which is the northwest corner of that certain tract conveyed to the Skagit Valley Convalescent Center, Inc., a Washington corporation, by deed recorded January 6, 1994, as Auditor's File No.9401060096; thence N 88°32'35" E along the north line of said tract, a distance of 367.30 feet; thence S 19°11'34" E along the easterly line of said tract, a distance of 343.89 feet, to a point on the northerly right of way line of State Highway No.20; thence N 60°19'31" E along the northerly line of said State Highway No.20 to the southwest corner of that certain tract conveyed to Edward M. Nelson, et ux, by deed recorded February 11, 1971, as Auditor's File No.748702; thence north along the west line of said Nelson property, a distance of 235 feet, more or less, to the north line of said Lot 2; thence west along the north line of said Lots 2 and 3 to the northwest corner of Lot 3; thence south along the west line of Lot 3 to the point of beginning;

Said temporary construction easement being further described as follows:

A 25 foot wide strip lying northwesterly of, adjacent to and contiguous with the northwesterly line of a 15 foot wide strip parallel with, northwesterly of, adjacent to and contiguous with the north line of State Route 20

Containing 0.38 acres in the temporary construction easement



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Exhibit B

SCS ENTERPRISES
P76503 & P104178
15' WIDE SEWER EASEMENT = 0.22 ACRES
25' WIDE CONSTRUCTION EASEMENT = 0.38 ACRES

STATE ROUTE 20
SEWER EASEMENT
CONSTRUCTION EASEMENT



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